

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:

CHAPTER 11

CIRCUIT CITY STORES, INC., *et al.*,

Case No. 08-35653 (KRH)

Debtors.

Jointly Administered

**OBJECTION OF JOHNSON CITY CROSSING, L.P. TO LIQUIDATING
TRUST'S NINTH OMNIBUS OBJECTION TO LANDLORD CLAIMS**

Johnson City Crossing, L.P. ("Johnson City"), by and through its undersigned counsel, hereby objects to the Liquidating Trust's Ninth Omnibus Objection to Landlord Claims ("Motion"). On or about April 28, 2009, Johnson City filed a proof of claim for \$593,151.88, which included \$8,979.00 in attorneys' fees. On Exhibit C to the Motion, the Liquidating Trust objects to the claim's inclusion of these attorneys' fees in Johnson City's proof of claim, describing the attorneys' fees as "unsubstantiated."

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To the extent the Liquidating Trust is objecting to the inclusion of these attorneys' fees because they have not been provided bills to substantiate the amount of the attorneys' fees, attached as Exhibit A to this objection is a copy of the relevant invoices. The fees incurred on behalf of Johnson City were split evenly between Johnson City and an affiliate entity, Ronus Meyerland Plaza, L.P., which is simultaneously filing a similar objection to the Liquidating Trust's Eighth Omnibus Objection to Landlord Claims. The total amount outstanding on the invoices is \$27,853.12,¹ which split evenly results in \$13,926.56 attributable to this landlord's lease. Accordingly, pending resolution of this objection, Johnson City intends to file an amended proof of claim including this amount of attorneys' fees rather than the \$8,979.00 previously included.

To the extent the objection is based on a claim that the Debtor does not owe any attorneys' fees under the lease, that assertion is incorrect as the relevant lease, attached as Exhibit B, specifically states:

¹ All fees resulting from the work of "SM LASOTA" are not included in this total (\$7,718.00), as some of the work performed by Mr. LaSota is not properly billed to the lease at issue here.

Attorneys' Fees. In the event either party shall be required to commence or defend any action or proceeding against any other party by reason of any breach or claimed breach of any provision of this Lease, to commence or defend any action or proceeding in any way connected with this Lease or to seek a judicial declaration of rights under this Lease, the party prevailing in such action or proceeding shall be entitled to recover from or to be reimbursed by the other party for the prevailing party's reasonable and actual attorneys' fees and costs through all levels of proceedings.

Exhibit B, § 36(f).

For the foregoing reasons, the Liquidating Trust's Ninth Omnibus Objection to Landlord Claims should be denied with respect to the claim of Johnson City.

This 7th day of April, 2011.

/s/ James J. Briody

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CERTIFICATE OF SERVICE

That on the 7th day of April 2011, I caused the foregoing to be electronically filed with the Clerk of the Bankruptcy Court using the CM/ECF System, which causes notices of the electronic filing to be served all registered users of the CM/ECF System that have filed notices of appearance, including counsel for the Liquidating Trust.

/s/ James J. Briody

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